

General Business Conditions

Validity

These business conditions are valid for accommodation and all connected services. They are valid for the rent of any rooms, cabinets and areas connected with the hotel. These conditions count in any case. Business conditions of the guest (same title for organizers / ordering person / guest and so on) are even not valid if they are not contradicted.

1. Contract

The reservation of areas as well as the agreement and achievements become binding by verbal and by written arrangement for both parties. The reservation of areas justifies a renting relationship. An under and a subletting as well as the use from hotel rooms to others than living purposes, require the previous written agreement of the hotel. If the reservation is made by third, then this, regardless of an effective agency by the guest, contracting party becomes and is responsible for all commitments beside the guest, resulting from the present Treaty, as a total debtor. The hotel is responsible for its obligations from the contract. In the not achievement-typical range the adhesion is limited to resolution and rough negligence of the hotel. The period of limitation amounts to for all requirements of the customer 6 months.

Services

The hotel is obligated to hold the rooms ready booked by the customer and to furnish the agreed upon achievements. The customer is engaged valid and/or agreed upon prices of the hotel to pay for the room hiring and the further achievements taken up by him. This applies also to from the customer achievements and displays arranged of the hotel on third. The guest does not acquire a requirement on supply of certain rooms. If agreed upon rooms/categories should not be available, then the Hotelier is obligated to strive for an equivalent replacement in the house or in other objects. The customer/guest is engaged those, for these and further taken up achievements to pay agreed upon and/or the customary prices of the hotel. This applies also to from it achievements and displays arranged of the hotel on third, in particular also to demands of copyrights - exploitation corporations. (Example: Conference technology, music, transport costs)

2. Check-in and check-out

Booked rooms are available with journey starting from 2 o'clock pm and on the departure day to 11,00 o'clock am. The regulation that the guest which can be assigned area takes place on the journey day via the hotel. If not expressly a later arrival was agreed upon, the hotel has the right to assign booked rooms in accordance with 6 o'clock pm otherwise without that the guest can deduce from this claims. To that extent a right for cancellation is entitled to the hotel. Rooms with guaranteed reservations are kept free at the latest from the enterprise to 10 o'clock pm, unless a later arrival of the guest with the enterprise were agreed upon. DEPOSIT reservations are considered as guaranteed reservations. In this case the ordered rooms are to be kept free absolutely. The guest is asked to communicate with a later departure for 11.00 o'clock am to the receipt this at the latest to 10 o'clock pm the day before the departure if possible; with a departure to 6 o'clock pm is the half room price and breakfast to pay after 6 o'clock pm the full room price for the departure day.

3. Rate

The prices determine themselves according to that at the time the achievement contribution valid price list. As far as legal value added tax results, it is enclosed in the prices. An increase of the value added tax after conclusion of a contract and achievement contribution go debited to the guest. If a fixed price was agreed upon and more if than four months lay between conclusion of a contract and achievement contribution, then the enterprise reserves itself the right to make an appropriate price adjustment whereby itself the enterprise obligates however to set the contracting party of this price adjustment in knowledge.

4. Paying conditions

With guests without written reservation confirmation of the hotel the hotel is justified to before require with journey or by denomination of the credit card number, a pre-payment up to the height of the too expected gross income. All calculations of the hotel are due with receipt without departure for payment. In each case the hotel can require a pre-payment in appropriate height of the guest. During excess of aforementioned time fixed for payment the guest comes into delay, without that it requires a reminder. Starting from distortion entrance the hotel is justified to compute interests at a value of 5% with private people and 8% with legal entities (companies) over the respective basis interest rate and/or the appropriate follow-up interest rate of the European central bank. The asserting of a higher damage caused by default remains of it unaffected. The hotel is justified to at any time provide intermediate calculations which become due after collecting main. If the guest comes to collecting main of the intermediate calculation into delay, the hotel has the right of the cancellation without notice of the accommodating contract. To agreed upon accounting due to the reservation contract a time fixed for payment of 14 days applies starting from invoice date. The deposit has to take place without departure free of charges. With gastronomic meetings the hotel reserves itself the right to require 50% of the conversion which can be expected as DEPOSIT payment. All payments of already effected achievements or pre-payments are due in the national currency of the place of delivery or in euro. For reminders, which take place after distortion entrance, can be required into each individual case a small fine of € 5.00 (inland customers) and € 10.00 (foreign customers). To group reservations starting from 10 persons the reservation applies only then as confirmed if with the final order by the client or after the confirmation by the enterprise within 10 days a pre-payment at a value of 20% and at the latest until 30 days before journey altogether 50% of the booked achievement were furnished or the agreed upon pre-payment were carried out to the determined date. The hotel is justified, foreign exchange, to reject cheques and credit cards. On displays and foreign achievements with payment by credit cards a commission reconciliation is raised from 5%. The customer/guest can up-count or reduce only on an indisputable or valid demand in relation to a demand of the hotel.

5. Cancellation

A cancellation of the customer/guest of the contract closed with the hotel requires the written agreement of the hotel. If this does not take place, then the agreed upon price from the contract is to be paid also if the customer/guest does not take contractual achievements up. This does not apply with injury of the obligation of the hotel to the consideration for rights, right goods and interests of the customer, if thereby holding to the contract is not to be expected no more to this or an other legal or contractual right for cancellation is entitled. Furthermore the hotel is justified to withdraw for essentially justified reason from the contract for example if

- higher force or different one of the hotel circumstances the fulfilment of the contract which can be represented do not make impossible;
- Meetings under misleading or wrong indication of substantial facts, e.g. the customer or purpose, to be booked;
- the hotel justified cause for the acceptance has that the meeting the smooth business concern, which or the reputation of the hotel in the public security can endanger, without this is to be added to the rule and/or organisation area of the hotel

With justified resignation of the hotel no requirement of the customer on payment of damages develops. If a right for cancellation of the customer was agreed upon in writing within a certain period, the hotel is for his part justified in this period to withdraw from the contract if inquiries of other customers are present after the contractually booked rooms and the customer does not do without further inquiry of the hotel his right to the resignation. Even if an agreed upon pre-payment is not carried out after applying an appropriate respite with refusal menace, set by the hotel, then the hotel is likewise justified to the cancellation of the contract. If the guest does not take the ordered room up, without communicating this in time, then he remains for the first overnight accommodation to the payment of the agreed upon total price of the first travel daily including obligated, without that it depends on the reason of the prevention. The enterprise is held, after faithful and faith in requirement not taken room after possibility otherwise too assigned, in order to avoid losses.

Reservation and Cancellation time limits:

Reservations for tour operators and travel intermediaries, which are made by the hotel, are subject in principle to one resignation period of 42 calendar dates before beginning of the achievement contribution. The hotel can agree upon another resignation period in writing in individual cases. Reservations opposite the guest, which are made by the hotel, are subject to the following resignation periods:

Individual guests:

1	room	2 days
2 – 5	rooms	5 days
6 – 8	rooms	14 days

At expiration of the resignation period the reservation is converted into a firm reservation. Declarations of withdrawal require writing. It is open the hotel to create a fee for developing and damage which can be replaced from the customer to. The customer is then committed to 100% of the contractually agreed upon price, for overnight accommodation with or without breakfast to pay 70% for half-board and 60% for board arrangements. The proof is open the customer that no damage developed or that is lower the hotel developed damage than the demanded lump sum.

Groups:

Cancellation day (calendar day) Before day of service	Cancellation fee
Up to 2 weeks before arrival	free
7 – 14 days before arrival	20% of charge of the total rate including all accommodation and booked services of the whole stay
7 – 2 days before arrival	50% charge of the total rate including all accommodation and booked services of the whole stay
under 2 days before arrival	80% charge of the total rate including all accommodation and booked services of the whole stay

Please note that with obligatory fair reservations no free cancellation is more possible.

In all cases the guest the proof of a lower, the hotel the proof of a higher damage remains reserving. As far as commercial customs exist, which oppose these agreements, it is expressly agreed upon that between the contracting parties these commercial customs do not have validity.

6. Liability

The hotel is responsible with the care of a tidy buyer for its obligations from the contract. Requirements of the customer on payment of damages are impossible. Damage from the injury of the life, the body or the health, if the hotel represented the obligation injury to, is of it excluded other damage, those on a deliberate or roughly negligent obligation injury of the hotel is based and damage, which is based on a deliberate or negligent injury of contract-typical obligations of the hotel. For an obligation injury of the hotel stands a legal representative or executing aide directly. If disturbances should arise or lack of the achievements of the hotel, the hotel becomes with knowledge or on immediate reproach of the customer to be endeavoured to provide for remedy. The customer/guest is obligated to contribute to it the reasonable in order to repair the disturbance and to keep a possible damage small. The contracting parties of the hotel and/or the guest as such or as hosts are responsible to the Hotelier to the full extent for by them or their guests caused damage. A use deviating from the agreement entitled the hotel to the solution without notice of the contractual relation, without that thereby the requirement on the agreed upon payment is reduced. If the hotel by higher force or strike is obstructed in the fulfilment of its achievements, then from this no obligation to pay damages can be derived. However the hotel is obligated opposite the client to strive for other one procurement of equivalent achievements. The hotel clings to the guest in relation to according to the regulations of the §702 BGB (hundredfold of the room price, maximally € 3,000, 00). Adhesion hotels is impossible, if the room or the containers, in which the guest leaves articles, remains unlocked. For money and valuable articles in accordance with §701 BGB only up to the amount of € 750.00 is responsible. The guests are asked to hand objects of value to the receipt over. The hotel strives for the punctual execution of orders for waking, the timeliness and correctness of transmission of news as well as delivery of consignments of goods of all kinds. With possible misunderstandings or mistakes the hotel does not take over adhesion. Lost things are readdressed only on request, risk and costs of the guest. Otherwise the things are handed over to a one year's storage time at expiration to the Finder. Found credit cards are broken into two parts and passed on to the appropriate credit card enterprise. To be informed with guests, who still in the hotel live, the map is to be guaranteed and the guest from the find to. If the guest left, the map must be kept an appropriate period (however not longer than 24 hours). Afterwards this is treated like a found credit card. Articles, which were taken in safekeeping and on the one depositing of baggage light were spent, are treated after one year as find articles. Out mentioned above paragraph results no adhesion of the hotel. If a parking bay in the hotel garage or at another place, also against payment, is put to the guest at the disposal, thereby a contract of deposit does not come off. A monitoring obligation of the hotel does not exist. The hotel is responsible only for direct damage to the vehicle, which is based on a lack of the place already existing during hiring of the parking lot, at the most however up to € 15,000, 00 for each vehicle, including accessories. The damage must be indicated at the latest at the time of leaving hotel property opposite the hotel.

7. Special hints for events

The organizer has if necessary to procure all official permissions necessary for the execution of the meeting in time at own expense. The adherence to of these permissions as well as all other public regulations is incumbent on it in connection with the meeting. Organizers are held to make lists of subscribers available until 48 hours before arrival since the hotel can take over otherwise no guarantee for a normal operational sequence. The same applies to a larger than agreed upon number of participants. Newspaper advertisements, public or political invitations as well as sales meetings require the previous written agreement of the hotel. The hotel has the right to call the meeting off if by the publication substantial interests of the hotel are impaired or the hotel justified cause for the acceptance have that the meeting the smooth business concern, which or the call of the house and/or the guests threatens to endanger security. From this no claims for damages are entitled to the organizer. Changes in volume remain reserving the hotel, as far as this is reasonable with consideration of the interests of the hotel in the organizer. As far as the hotel procures technical or other mechanisms of third for the organizer, it acts in the name and on calculation of the organizer. The organizer is responsible for the caring treatment and normal return of this mechanism and exempts the hotel from all requirements of third from the hiring this mechanism. A change of the number of participants by more than 5% must be communicated at the latest four working-days before beginning of meeting to the hotel; it requires the written agreement of the hotel. In the case of a deviation the actual number of participants is computed upward. In the case of deviations of the number of participants around more than 10% the hotel is justified to determine the agreed upon prices again as well as to exchange the confirmed areas, unless this is unreasonable to the customer. If the agreed upon at the beginning of or conclusion times of the meeting shifts and if the hotel these deviations agrees, then the hotel can charge for the additional readiness to perform appropriately, it is, the hotel meets a being to blame for. (Example: Additional pay for night work) The use of own electrical system of the customer under use of electricity mains of the hotel requires its written agreement. Through the use of these devices arising disturbances or damages at the technical plants of the hotel go debited to the customer, as far as the hotel does not have to represent these. The hotel may cost of electricity resulting from the use overall seize and compute. The customer is entitled with agreement of the hotel, own telephone, to use fax and data communications equipment. But the hotel can require charges for being connected. If suitable devices of the hotel remain unused by the connection of own plants of the customer, a loss remuneration can be computed. Disturbances from the hotel to the order technical or other mechanisms placed are eliminated immediately on after possibility. Payments cannot be retained or reduced, as far as the hotel does not have to represent these disturbances. Carried ones exhibition or other, also personal articles are on danger of the customer in the meeting areas and/or in the hotel. The hotel does not take over no adhesion, also for financial damages, for loss, fall or damage except with rough negligence or resolution of the hotel. Damage from the injury of the life, the body or the health is of it excluded. Besides all cases, in which the custody represents a contract-typical obligation due to the circumstances of the individual case, are excluded from this adhesion free design. Bring along decoration material has to correspond to the fire protection-technical requirements. But an official proof to require, the hotel is justified. If such a proof does not take place, then the hotel is justified to remove material at expense of the customer, already brought in. Because of possible damages the list and mounting of articles (decoration) are to be co-ordinated before with the hotel. Bring along ones exhibition or other articles are to be removed after end of the meeting immediately. If the customer omits that, the hotel may do the distance and storage debited to the customer make. If the articles remain in the meeting area, the hotel can compute an appropriate use remuneration for the duration of the whereabouts. The proof is open the customer that the requirement specified above developed not or not in the demanded height.

Cancellation terms are:

More than 14 days before event	50% charge of the rental fee and services if the hotel is not able to rent to another group
Up to 8 days before event	80% charge of the rental fee and services if the hotel is not able to rent to another group
8 – 2 days before event	Charge of the rental fee plus 30% damages of the lost profit if the hotel is not able to rent to another group
Later than 1 day before event	Charge of the rental fee plus 100% damages of the lost profit if the hotel is not able to rent to another group

The proof of a smaller damage remains for the organizer, that proof of a higher damage remains the hotel reserving. The organizer may bring along meals and beverages only after previous, written agreement by the hotel. In this case a service fee is computed. With meetings, which continue over midnight, the hotel, if differently does not agree, can account for due to single check, as far as the agreed upon payment not already considers a length of time beyond midnight. Special services, which become useless in consequence of the refusal, are to be recompensed in each case. The organizer has for losses or occupations, which were caused by him, its co-worker, other auxiliary workers as well as by meeting participants, to in-be entitled. It is incumbent on the organizer to lock appropriate insurance. The hotel can require the proof of such insurance. In order to prevent damages, the mounting of decoration material or other articles is permissible only with written agreement of the hotel. With meetings if rights third (copyrights etc.) are affected, then the organizer is obligated to obtain before execution of the meeting appropriate permission at own expense and to pay resulting fees (GEMA etc.) directly. If claims for damages should be made valid against the hotel nevertheless, the organizer releases the hotel opposite the requirement owners.

8. General

Name

The use of the name of the enterprise and attached divisions in connection with recruiting measures of the contracting party requires the written agreement of the hotel management.

Foreign Services

On foreign achievements, which are obtained or charged by the hotel, an addition is raised. An adhesion of the hotel for the achievements third does not exist however.

Post

For guests certain messages, consignments of goods and post office are treated with care. The hotel takes over the keeping, feed and, when desired, the re-direction the same. An adhesion for loss, theft, delay or damage is however impossible.

Transport

In the context of its services the hotel transfers the free transport of persons and luggage in certain irregular cases. The adhesion for damages to property and person is limited to the legal motor vehicle insurance. For losses and delays an adhesion is completely excluded.

Changes of the contract

Changes or additions of the contract, which or these trading conditions for meetings are to take place in writing. One-sided changes or additions by the customer/guest are ineffective.

Ineffective business conditions

An ineffective general trading condition will be replaced immediately by the parties by an effective one, which comes to its legal and economic content of the ineffective regulation next.

Additional dates

Deviating or special agreements requires writing. This applies also to the abolition of this writing requirement. Verbal special agreements do not exist.

Area of jurisdiction

Exclusive area of jurisdiction - also for cheque and change disputes - is in commercial traffic the seat of the hotel. If a contracting party has the condition § 38 exp. 2 ZPO fulfilled and no general area of jurisdiction inland, the seat of the hotel is considered as area of jurisdiction. Deviating trading conditions of the customer are expressly impossible by managing conditions. It applies German right. The application of the UN-purchase right and the collision right is impossible.